

A special meeting of the Board of Directors of the ASTORIA GOLF AND COUNTRY CLUB was held at the office of G. C. & A. C. Fulton, at Astoria, Oregon, on this day, Tuesday, July 24, 1923, at the hour of 7:30 o'clock P.M., pursuant to written notice given to each of the directors twenty-four (24) hours before the meeting.

There were present at such meeting

C. W. Halderman, President
Geo. W. Sanborn
Roger D. Pinneo
J. E. Roman
Morton Nelson
G. C. Fulton.

The meeting was called to order by the President, C. W. Halderman, who reported that options had been secured for the purchase of the tract of land known as the "Taylor Tract", together with a tract containing forty (40) acres, belonging to the Glenwood Cranberry Company, adjoining the Taylor tract on the North, the purchase price for the Taylor tract being \$8000.00, cash \$2500.00, and balance of \$5500.00 on note of the corporation, bearing interest at 6% per annum, interest payable semi-annually, due on or before five (5) years from August 1, 1923, payment thereof secured by first mortgage on the premises; and the purchase price of the 40 acre tract belonging to the Glenwood Cranberry Company being \$4400.00, cash \$2500.00, and balance of \$1900.00 on note of the corporation, due on or before five (5) years from August 1, 1923, bearing interest at the rate of 6% per annum, interest payable semi-annually, payment thereof secured by a first mortgage on the property.

Thereupon, Mr. Roger D. Pinneo offered the following resolution and moved its adoption, to-wit:

WHEREAS, the members of this club, upon notice to each, on July 8, 1923, after investigating the available

sites for a golf and country club, unanimously selected what is known as the "Taylor Tract", containing substantially 70 acres, and 40 acres North of such Taylor tract belonging to the Glenwood Cranberry Company, and directed the purchase thereof by the Board of Directors; and

WHEREAS, options have since been secured from the said owners for the purchase of said land, at the following prices, namely:

Taylor tract, \$8000.00, payment to be made cash \$2500.00, and balance of \$5500.00 by promissory note of the corporation, due on or before five (5) years from August 1, 1923, bearing interest at 6% per annum, interest payable semi-annually, and payment thereof secured by first mortgage on the premises;

Glenwood Cranberry Company tract, \$4400.00, payment to be made cash \$2500.00, and balance of \$1900.00 by promissory note of the corporation, due on or before five (5) years from August 1, 1923, bearing interest at 6% per annum, interest payable semi-annually, and payment thereof secured by first mortgage on the premises.

NOW, THEREFORE, BE IT RESOLVED that the President and Secretary of this corporation be and are hereby directed to forthwith purchase from the owner of said Taylor tract all the lands owned by E. A. Taylor lying West of the County Highway running from Astoria to Seaside, in what is known as the James Taylor Donation Land Claim, comprising substantially 70 acres, in Clatsop County, Oregon, at the purchase price of \$8000.00, and are hereby authorized to pay such owner the sum of \$2500.00 cash, and the balance of the purchase price, namely, \$5500.00, to be paid by the promissory note of this corporation, due on or before five (5) years from August 1, 1923, bearing interest at the rate of 6% per annum, interest payable semi-annually, such pay-

ment to be secured by a first mortgage upon said premises, and are also further ordered and directed to purchase from the Glenwood Cranberry Company forty (40) acres of land immediately North of said Taylor tract, and pay the said owner therefor the sum of \$4400.00, the purchase price to be paid in cash \$2500.00, and the balance, namely, \$1900.00, by the promissory note of this corporation, due on or before five (5) years after August 1, 1923, bearing interest at the rate of 6% per annum, interest payable semi-annually, and payment thereof to be secured by a first mortgage on said premises.

That said President and Secretary be and are hereby authorized and empowered to perform and do and cause to be done and performed any and all things necessary and convenient to secure the title to said lands and premises in this corporation, hereby ratifying and confirming all that said President and Secretary may do in the premises.

Said resolution being duly seconded was submitted to vote and received the unanimous vote of all the directors, and was thereupon declared duly adopted and passed.

Thereupon, Mr. Geo. W. Sanborn offered the following resolution and moved its adoption, to-wit:

RESOLVED that the President and Secretary be and are hereby authorized to employ the services of R. C. F. Astbury, golf architect and engineer, to lay out the golf course on the grounds heretofore selected for the club, and that the compensation to be allowed such architect be a life membership in the club, without the payment of any dues or membership fees, together with his actual expenses in laying out the links.

Said resolution being duly seconded was submitted to vote and received the unanimous vote of all the directors, and was thereupon declared duly adopted and passed.

Mr. J. E. Roman offered the following resolution and moved its adoption, to-wit:

RESOLVED that the President and Secretary be and they are hereby authorized and empowered to purchase and lay the necessary pipe for water for the club house and grounds.

Said resolution being duly seconded was submitted to vote and received the unanimous vote of all the directors, and was thereupon declared duly adopted and passed.

Mr. Morton Nelson offered the following resolution and moved its adoption, to-wit:

RESOLVED that the President and Secretary be and are hereby authorized to secure the necessary machinery and appliances which, in their judgment, will be necessary to prepare and care for the grounds of the club, and pay therefor such price as in their judgment they may deem advisable.

Said resolution being duly seconded was submitted to vote and received the unanimous vote of all the directors, and was thereupon declared duly adopted and passed.

Thereupon, Mr. Geo. W. Sanborn offered the following resolution and moved its adoption, to-wit:

RESOLVED that the proposition of Messrs. Hurlbult and Poole to take up and build the line fence between the property which this corporation shall purchase from the Glenwood Cranberry Company and the South line of the property belonging to such corporation, and construct a fence on the

West line of the Glenwood Cranberry Company tract, for one-half of the actual cost and expense thereof, allowing each a reasonable compensation for his services.

SAID resolution being duly seconded was submitted to vote and received the unanimous vote of all the directors, and was thereupon declared duly adopted and passed.

Thereupon, the offer of Mr. Morton Nelson to furnish the club all the necessary furniture, at cost price, was, on motion, accepted, and, on motion, Mr. Morton Nelson was appointed a special committee to furnish the directors with a list of furniture that in his judgment would be desirable, together with the cost thereof.

There being no further business, on motion, the meeting adjourned.

President.

Attest:

Secretary.

A special meeting of the Board of Directors of the ASTORIA GOLF AND COUNTRY CLUB was held at the office of G. C. & A. C. FULTON, in the Astoria Savings Bank Building, in Astoria, Oregon, this day, Friday, July 18, A.D. 1924, at the hour of 7:30 o'clock P.M., pursuant to a call issued by the President of the corporation, and notice of such meeting given to each of the directors. The call for such meeting and the consent of all of the directors to such meeting is made a part of these minutes and attached to the opposite page hereof.

There were present at such meeting the following directors, namely:

It appearing that all of the directors have been duly notified and each has consented to the meeting, and such consent is in writing and filed herewith.

The meeting was thereupon called to order by the President.

The question of making a loan for the corporation was discussed, and it was determined that it was necessary to borrow the sum of \$7500.00, and the Finance Committee, namely, Geo. W. Sanborn, Frank Patton and G. C. Fulton, heretofore appointed as such, reported that the Astoria Savings Bank would loan to this corporation the sum of \$7500.00, to be evidenced by the promissory note of this corporation, due on demand, bearing interest at the rate of 7% per annum, interest payable quarter-annually, in the usual bankable form, the same to be secured by a mortgage upon the lands, tenements, fixtures and furniture belonging to the corporation.

After the matter had been fully discussed, Mr. Geo. W. Sanborn offered the following resolution and moved its adoption, to-wit:

WHEREAS, it is necessary, in order to discharge the indebtedness of this corporation, that it secure a loan in the sum of \$7500.00; and

WHEREAS, the Astoria Savings Bank is willing to make said loan on the note of this corporation, bearing interest at the rate of 7% per annum, payable quarterly, due on demand, the payment to be secured by a mortgage upon the lands, tenements, and personal property of the corporation; and

WHEREAS, it is advisable to accept said loan.

NOW, THEREFORE, BE IT RESOLVED that this corporation borrow from the Astoria Savings Bank the sum of \$7500.00, and that the President or Vice-President, in the absence of the President, together with the Secretary be and they are hereby authorized to execute and deliver to the Astoria Savings Bank forthwith the promissory note of this corporation, in the usual bankable form, in the sum of \$7500.00, bearing interest at the rate of 7% per annum, interest payable quarterly, and to execute said note in the name of this corporation.

The said officers are hereby further authorized and directed to execute to said Astoria Savings Bank, in the name of this corporation, a mortgage upon the lands and premises belonging to this corporation, namely:

All of that portion of the North half (N $\frac{1}{2}$) of the Donation Land Claim of James Taylor and Esther Taylor, his wife, in Sections Nine (9), Ten (10), Eleven (11), Fourteen (14), Fifteen (15) and Sixteen (16), in Township Seven (7) North Range Ten (10) West of the Willamette Meridian, which lies West of the West boundary line of the Columbia River Highway, excepting that portion thereof heretofore conveyed by Frank J. Taylor and Mary E. Taylor, his wife, and Edward A. Taylor and Mary A. Taylor, his wife, to N. W. Bower, Trustee, by deed dated March 15, 1907, which is recorded in Book "60", Records of Deeds for Clatsop County, Oregon, at page 595 thereof, and subject to the provisions of said last mentioned conveyance, together with all the rights and privileges therein reserved to Edward A. Taylor; also subject to the terms of an agreement for a right of way over said premises executed by Frank J. Taylor and Mary E. Taylor, his wife, and Edward A. Taylor and Mary A. Taylor, his wife, to N. W. Bower, Trustee, of date March 15, 1907, which is recorded in Book "70", Records of Deeds for Clatsop County, Oregon, at page 87 thereof,

together with all the right, title, interest, privileges and easements of the Astoria Golf and Country Club of, in and to Neacoxie Lake and waters thereof.

Also, a tract of land bounded and described as follows, to-wit:

Beginning at the point of intersection of the South boundary line of the John Hobson Donation Land Claim, in Section numbered Ten (10), in Township numbered Seven (7) North of Range numbered Ten (10) West of the Willamette Meridian, with the West boundary line of the Columbia River Highway; thence West on the South boundary line of said Donation Land Claim a distance of 910.5 feet to the Southeast corner of a tract of land owned by C. V. Brown, the same being evidenced by a two (2) inch iron pipe driven into the ground; thence North along the East boundary line of said C. V. Brown tract North 12° 58' West a distance of 947 feet to a two (2) inch iron pipe driven into the ground; thence East on a line parallel with the South boundary line of said John Hobson Donation Land Claim to the West boundary line of said Columbia River Highway; thence South on said West boundary line of said Columbia River Highway to the place of beginning, containing forty (40) acres of land, more or less, all situate, lying and being in Clatsop County, State of Oregon, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining.

together with all personal property and Club House furniture which is owned by the corporation, in a form satisfactory to the Astoria Savings Bank, securing the payment of said promissory note, principal, interest and attorney's fees.

That the action of said officials herein named in making said loan and executing said documents, note and mortgage, be and the same is hereby ratified as and for the action of this corporation.

Said resolution being duly seconded was submitted to the vote of the directors, and received the unanimous vote of all the directors, and was thereupon declared duly adopted and passed.

There being no further business, on motion the meeting adjourned.

President.

Attest:

Secretary.

A special meeting of the Board of Directors of the
ASTORIA GOLF AND COUNTRY CLUB is hereby called to meet at the
office of G. C. & A. C. FULTON, in the Astoria Savings Bank
Building, in Astoria, Oregon, Friday, July 18, A.D. 1924, at the
hour of 7:30 o'clock P.M.

The objects and purposes of the meeting, among other
things, are, to borrow at least the sum of \$7500.00, and to
authorize the execution of the note of this corporation for said
sum, bearing interest at the rate of 7% per annum, payable quarter-
annually, due on demand, and the payment of the same, principal,
interest and attorney's fees, to be secured by a mortgage upon the
lands and premises of this corporation and corporation fixtures
and furniture.

DATED at Astoria, Oregon, this 16th day of July, A.D.
1924.

BY ORDER OF THE PRESIDENT.

Secretary.

Due and legal service of the foregoing NOTICE is hereby
accepted, and consent to the above meeting is hereby given, and
notice of such meeting acknowledged, and further notice waived.

\$7500.00

Astoria, Oregon, July 1924.

On demand after date, without grace, the ASTORIA GOLF AND COUNTRY CLUB, a corporation organized and existing under and by virtue of the laws of the State of Oregon, with its principal office and place of business at the City of Astoria, in Clatsop County, State of Oregon, promises to pay to the order of ASTORIA SAVINGS BANK, of Astoria, Oregon, at the city of Astoria, Oregon, the sum of SEVEN THOUSAND FIVE HUNDRED and no/100 (\$7,500.00) DOLLARS, in Gold Coin of the United States of America, of the present standard value, with interest thereon in like Gold Coin at the rate of seven per cent. per annum from date until paid, for value received. Interest to be paid quarter-annually, and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, the ASTORIA GOLF AND COUNTRY CLUB promises and agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like gold coin, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

By _____ Its President.

By _____ Its Secretary.